

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MASSACHUSETTS

LISA PENNICK,

Plaintiff

v.

MICHELE GRENNON, GRENNON DESIGN

Defendants

Civil Action No: 05-CV-11060WGY

**DEFENDANTS MICHELE GRENNON AND GRENNON DESIGN'S**  
**MOTION TO DISMISS AND/OR TRANSFER**

Defendants, Michele Grennon and Grennon Design, hereby move pursuant to Fed. Rule Civ. P. 12 and 28 U.S.C. § 1404 to dismiss this case and transfer it to the United States Federal District Court for the District of New Hampshire for consolidation with its sister case, Grennon v. Pennick, C.A. No. 05-CV-140-JD, involving the same subject matter and the same claims. Defendants also request that the Court stay any further proceedings and deadlines unrelated to this motion pending its decision with respect to transfer. In support of this motion, Defendants file herewith the Declaration of Michelle Grennon and a supporting Memorandum.

**CERTIFICATION OF COMPLIANCE WITH LOCAL RULE 7.1**

Eric M. Sommers, counsel for Defendants Michele Grennon and Grennon Design, certifies that he conferred with Thomas E. Dwyer, counsel for the Plaintiff Lisa Pennick, in good faith to resolve or narrow the issues set forth in the motion.

WHEREFORE, the Defendants respectfully request that the Court enter an Order:

1. Dismissing this case;

2. Transferring this case to the United State District Court for the District of New Hampshire; and

3. Granting such further relief as may be just, equitable and appropriate.

Respectfully submitted,  
MICHELE GRENNON AND  
GRENNON DESIGN  
By their attorneys,

McLANE, GRAF, RAULERSON &  
MIDDLETON, PROFESSIONAL  
ASSOCIATION

Dated: June 1, 2005

By: /s/ Eric M. Sommers  
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**Certificate of Service**

Thomas E. Dwyer, Esq.  
Jacob T. Elberg, Esq.  
Dwyer & Collora, LLP  
600 Atlantic Avenue  
Boston, MA 02210

I hereby certify that on June 1, 2005, I caused to be served on the above-named counsel of record a copy of the forgoing Defendants Michele Grennon And Grennon Design's Motion To Dismiss And/Or Transfer via electronic transmission in accordance with the Court's Administrative Procedures for Electronic Case Filing.

/s/ Eric M. Sommers  
Eric M. Sommers

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF MASSACHUSETTS

LISA PENNICK,

Plaintiff

v.

MICHELE GRENNON, GRENNON DESIGN

Defendants

Civil Action No: 05-CV-11060-WGY

**DECLARATION OF MICHELE GRENNON IN SUPPORT OF MICHELE GRENNON  
AND GRENNON DESIGN'S MOTION TO DISMISS OR TRANSFER VENUE**

I, Michele Grennon, hereby state as follows under oath:

1. I reside at 98 Beach Hill Road, New Castle, New Hampshire.
2. When I purchased the 98 Beach Hill Road property in 1999, I planned on renovating it to use as my primary residence (the "Project").
3. Ben Auger Builders of Portsmouth, New Hampshire, was the builder on the Project.
4. Brendan McNamara Residential Design of Eliot, Maine, was the Architect on the Project.
5. From 1987 to 2000, I worked for various interior design businesses, including holding numerous positions as a designer. However, at the time the Project began, I had stopped working for those design businesses and did not have professional relationships with the design showrooms and centers in Boston I thought were necessary to realize my design. In order to gain access to those showrooms and design centers, I had to hire an interior designer who had the contacts I needed.

6. I initially hired Gayle Reynolds, an established interior designer, to gain access to those resources. Reynolds was not hired to do the interior design. Reynolds became frustrated by not being able to contribute more creatively to the Project and her involvement in the Project ended in September of 2000.

7. Although I continued to handle the interior design duties for the Project, I lost my access to the showrooms and design centers due to Reynolds' departure. As a result, in December of 2000, I met with Lisa Pennick at my New Castle home and hired her to help me with access to those design centers and showrooms and to help me research and find various items needed to complete the design. In other words, Ms. Pennick's role was to assist me in locating interior design materials and resources. I agreed to pay Ms. Pennick for her services, but we did not have a written contract.

8. At no time during the Project did Ms. Pennick prepare any drawings, sketches or finish schedules illustrating any design concepts, floor plans, or schematic plans for the interior installations. All such drawing and finish schedules were prepared by the architect, Brendan McNamara, at my direction and based on my design concepts, and without involvement from Pennick.

9. In April of 2002, I held a reception at the 98 Beach Hill Road property to celebrate the completion of the Project.

10. In January of 2005, Accent on Home and Garden magazine, located in Portsmouth, New Hampshire, published a feature article on my home. Nicole Goldman, a writer for Accent on Home and Garden magazine, authored the article.

11. At the urging of Ms. Goldman, I entered the Project in the Luxury Living Award competition sponsored by HomeWorks Sourcebook of Boston, Massachusetts. In April of 2005, a portion of the Project—the media room—was awarded second place in that competition.

I hereby declare under the pains and penalties of perjury, that the foregoing is true and accurate to the best of my knowledge and belief.

Dated: May 30, 2005

/s/ Michele Grennon  
Michele Grennon